

1 UNITED STATES DISTRICT COURT  
2 NORTHERN DISTRICT OF CALIFORNIA

3 KNOX NETWORKS, INC.,

4 Plaintiff,

5 v.

6 RYAN TATE, EMERGENT FINANCIAL,  
7 LLC, and JOHN DOES 1–5,

8 Defendants.

Case No. 3:22-cv-4516-JSC

**STATUS REPORT, STIPULATION, AND**  
**~~PROPOSED~~ ORDER**

9 **WHEREAS**, on August 4, 2022, Knox Networks, Inc. (“Knox”) filed a Complaint seeking  
10 relief before this Court; and

11 **WHEREAS**, on August 24, 2022, Defendants Ryan Tate and Emergent Financial, LLC  
12 (“Emergent”) filed a Motion to Compel Arbitration and Stay Claims (ECF No. 32); and

13 **WHEREAS**, on September 7, 2022, Knox initiated arbitration before the Judicial  
14 Arbitration and Mediation Services, Inc. (“JAMS”) in San Francisco, California (the  
15 “Arbitration”); and

16 **WHEREAS**, on October 3, 2022, the Court ordered the Parties to meet and confer  
17 regarding the Arbitration (ECF No. 45); and

18 **WHEREAS**, the Parties met and conferred and have reached an agreement concerning the  
19 Arbitration;

20 **NOW THEREFORE, THE PARTIES HEREBY STIPULATE AND AGREE** that:

21 1. The Arbitration shall proceed within the existing JAMS arbitration initiated by  
22 Knox in San Francisco, California, Case No. 5100000589, and served upon Emergent and Tate as  
23 of September 7, 2022.

24 2. Any dispute regarding which procedural rules apply to a Party and/or its claim(s) or  
25 defense(s) shall be determined by the Arbitrator in accordance with the applicable agreement and  
26 incorporated procedural rules and choice of law including, without limitation, such rules and law  
27 regarding the apportionment of arbitral fees and costs.  
28

3. Each Party reserves the right to argue that a particular procedural or substantive  
arbitral rule governs its claims and/or defenses, or applies to the appropriate allocation of fees  
accrued in connection with the Arbitration. Any dispute concerning the applicable procedural rule,  
choice of law, and other such matters, shall be resolved by the Arbitrator.

4. This Court shall retain jurisdiction concerning any disputes regarding the September  
2, 2022 Preliminary Injunction (ECF No. 40). Any Party may seek interim or provisional  
injunctive relief, including a preliminary injunction, in this Court either prior to or during  
arbitration if necessary to protect the interests of such Party.

**IT IS SO STIPULATED AND AGREED.**

Dated: October 14, 2022

BRAUNHAGEY & BORDEN LLP

By: 

J. Noah Hagey, Esq. (SBN: 262331)  
[hagey@braunhagey.com](mailto:hagey@braunhagey.com)

Matthew Borden, Esq. (SBN: 214323)  
[borden@braunhagey.com](mailto:borden@braunhagey.com)

BRAUNHAGEY & BORDEN LLP  
351 California Street, 10th Floor  
San Francisco, CA 94104  
Tel.: (415) 599-0210  
Fax: (415) 276-1808

Douglas S. Curran, Esq.  
[curran@braunhagey.com](mailto:curran@braunhagey.com)

Melissa Ginsberg, Esq.  
[ginsberg@braunhagey.com](mailto:ginsberg@braunhagey.com)

BRAUNHAGEY & BORDEN LLP  
118 W. 22nd Street, 12th Floor  
New York, NY 10011  
Tel. & Fax: 646-829-9403

*Attorneys for Plaintiff Knox Networks, Inc.*

BAY OAK LAW FIRM

By: 

Andrew K. Jacobson, Esq. (SBN:  
148583)

[andy@bayoaklaw.com](mailto:andy@bayoaklaw.com)

BAY OAK LAW FIRM  
1939 Harrison St., Suite 929  
Oakland, CA 94612  
Tel.: (510) 208-5500  
Fax: (510) 208-5511

*Attorneys for Defendants Ryan Tate  
and Emergent Financial, LLC*

1 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

2 Dated: October 21, 2022

  
3 Hon. Jacqueline Scott Corley  
4 United States District Judge  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28